

CHESTER M. ROTHMAN
366 West Side Ave. Apt. 4B
Jersey City, NJ 07305

23 JANUARY 2019

HAND DELIVERED TO THE COURTHOUSE

Honorable Judge Claire C. Cecchi, U.S.D.J.
King Federal Building & U.S. Courthouse
50 Walnut St., Court Room MLK 5B
Newark, NJ 07102

Re: Chester M. Rothman v Dr. Amer Syed et al.
Docket No: 2:18 -cv-14828-CCC-JBC

Dear Honorable Judge Cecchi:

I am writing to you as the pro se Plaintiff in this case.

I have seen information and heard from your staff that Defendants' Motion to Dismiss in Federal Court and Compel Arbitration (filed 10.31.2018) and my motion in Opposition (filed 11.14.2018) may be decided on the papers and not thru a hearing in open court.

Judge Cecchi, I am writing you because the critical issue in these motions is the existence of a bona fide contract between the parties. This is an issue of fact critical to both Plaintiff and Defendant. There should be a hearing in open court.

The Defendants' entire argument to compel arbitration teeters on a copy of a contract purportedly signed by myself and Defendant Dr. Saquiba Syed sometime in August of 2014.

In my motion in Opposition to Arbitration and under penalty of perjury I emphatically denied ever signing this purported contract, despite the apparency of a signature. The first time I saw this document was as the exhibit attached to Defendants' October 31, 2018 motion.

The veracity of this purported contract is a very material and a very critical fact. When there is a genuine dispute over a material fact and before a case can be dismissed by the court, the dispute should have a hearing in open court.

Judge Cecchi, thank you for your consideration of this matter.

Respectfully submitted,

Chester M. Rothman
ph # 201-232-2826



cc: Magistrate Judge, Honorable James B. Clark, U.S.M.J.
Barry A. Kozyra, Esq. (via email and regular mail)

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U.S. DISTRICT COURT
DISTRICT OF NEW JERSEY
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